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8 *Attorney for Plaintiff Frederick Karony*

9
10
11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**
13

14 FREDERICK KARONY, an individual,
15
16 Plaintiff,

17 vs.

18 DOLLAR LOAN CENTER, LLC, a Nevada
19 limited liability company; CLARK COUNTY
20 COLLECTION SERVICE, LLC, a Nevada
21 limited liability company, DOES I-V,
22 inclusive; and ROE ENTITIES VI-X, inclusive,
23 Defendants.

CASE NO.:

COMPLAINT

DEMAND FOR JURY TRIAL

24 **JURISDICTION**

25 1. The jurisdiction of this Court attains pursuant to the FDCPA, 15 U.S.C. §
26 1692k(d), and the FCRA, 15 U.S.C § 1681p, and the doctrine of supplemental jurisdiction.
27 Venue lies in the Southern Division of the Judicial District of Nevada as Plaintiffs' claims arose
28 from the acts of the Defendants perpetrated therein.

PRELIMINARY STATEMENT

29 2. This action is instituted in accordance with and to remedy Defendants' violations
30 of the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter
31 "FDCPA"), the Fair Credit Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter "FCRA") and
32 other related state law obligations brought as supplemental claims hereto.

3. In 2008, Defendants Dollar Loan Center, LLC (“Dollar Loan Center”) and Clark County Collection Service, LLC (“CCCS”) initiated a campaign of abusive, unfair, unreasonable, and unlawful debt collection activity directed against Plaintiff.

4. As a result of these and other violations of law, Plaintiff hereby seeks to recover actual, exemplary, punitive and statutory damages together with reasonable attorney's fees and costs and repairing Plaintiff's damaged credit.

PARTIES

5. Plaintiff Frederick (“Fred”) Karony is a natural person who reside in Las Vegas, Nevada, and is a “consumer” as defined by 15 U.S.C. Section § 1692a (3) and 15 U.S.C. § 1681a and allegedly owes a “debt” as defined by 15 U.S.C. §1692a (5).

6. Defendant Dollar Loan Center is a Nevada limited liability company, the principal purpose of its business is providing loans to individuals, operating a loan store from its principal place of business in Las Vegas, Nevada.

7. Defendant CCCS is a Nevada limited liability company, the principal purposes of whose business is the collection of debts, operating a debt collection agency from its principal place of business in Las Vegas, Nevada and regularly collects or attempts to collect debts owed or due or asserted to be owed or due by another, and is a “debt collector” as defined by 15 U.S.C. §1692a (6).

FACTUAL ALLEGATIONS

8. Plaintiff repeats, realleges and asserts all factual allegations contained in the preliminary statement to this Complaint and reassert them as incorporated in full herein.

9. Michelle Karony, Fred's wife, entered into a promissory note (the "Promissory Note") with Dollar Loan Center located in Las Vegas, Nevada, whereby Dollar Loan Center loaned Michelle Karony \$1,500 (the "Loan"). **EXHIBIT A.**

10. Plaintiff Fred Karony did not sign the Promissory Note or agree to be responsible for the Promissory Note or the Loan in any way.

11. On or about August 17, 2007, a dispute arose between Michelle Karony and Dollar Loan Center regarding the payments under the terms of the Promissory Note.

12. Michelle Karony requested a repayment program for the Loan but was denied.

13. Sometime after July 15, 2008, Dollar Loan Center enlisted the services of Defendant CCCS to collect the debt under the Promissory Note.

14. On or about July 15, 2008, Defendant CCCS filed a lawsuit in the Justice Court, Las Vegas Township, Case # 08C-031336 (the "Lawsuit"), on behalf of Dollar Loan Center against both Plaintiff Fred Karony and Michelle Karony. **EXHIBIT B.**

15. On or about August 5, 2008, the Lawsuit was served on Plaintiff Fred and on Michelle Karony at their home at 4020 Perfect Lure Street, Las Vegas, NV 89129. **EXHIBIT C.**

16. On or about December 1, 2008, the Justice Court, Las Vegas Township, Clark County, Nevada entered an Order granting Fred and Michelle Karony's Motion to Dismiss, dismissing the Complaint filed by CCCS against Fred and Michelle Karony. **EXHIBIT D.**

17. On or about July 27, 2009, the Justice Court, Las Vegas Township, Clark County, Nevada granted CCCS's Motion for Reconsideration on Fred and Michelle Karony's Motion to Dismiss and vacated the Order that dismissed the Lawsuit. **EXHIBIT E.**

18. On or about August 27, 2009, the Justice Court, Las Vegas Township, Clark County, Nevada ordered that Plaintiff Fred Karony be removed from the Lawsuit because he did not sign the Promissory Note or in any way obligate himself to the Loan. **EXHIBIT F.**

19. Starting in or about March 2008, Defendant CCCS began reporting the alleged debt to the Credit Reporting Agencies, wherein such alleged debt became a negative mark on Plaintiff's credit report. **EXHIBITS G and H.**

20. In or about December 2008, and multiple times thereafter, Plaintiff requested that all three credit bureaus remove any derogatory marks related to the alleged debt owed to Dollar Loan Center and/or CCCS from Plaintiff's credit report, providing them with proof that he was not responsible for the Note or the Loan. **EXHIBIT H.**

21. On March 25, 2009, TransUnion deleted the debt allegedly owed to CCCS from Fred Karony's credit report. **EXHIBIT H.**

1 22. In March 2009, Fred Karony also requested that Experian remove CCCS from his
2 credit report; however, CCCS verified this was his account even after sending similar proof that
3 the account did not belong to him. **EXHIBIT H.**

4 23. On or about April 17, 2009, Experian finally deleted CCCS from Fred Karony's
5 credit report after several disputes; however, the April 2009 credit report from Equifax shows the
6 last date of activity as 4/09. **EXHIBIT H.** This was never Fred Karony's debt and should have
7 been removed completely from his credit report.

8 24. In March 2009, Fred Karony requested that Equifax remove the debt allegedly
9 owed to CCCS from his credit report; however, Equifax stated that the debt had been verified by
10 CCCS despite sending 30 pages of documentation supporting the fact that the Loan did not
11 belong to him. **EXHIBIT H.**

12 25. As of June 23, 2009, Fred Karony had requested that Equifax remove the debt
13 allegedly owed to CCCS from his credit report seven (7) times, but CCCS continues to
14 wrongfully report this as his debt. **EXHIBIT H.**

15 26. As of September 4, 2009, even after Fred Karony was dismissed out of the
16 Lawsuit on the grounds that he was never obligated on the Loan or the Promissory Note, CCCS
17 continues to verify the Loan as his debt. **EXHIBIT H.**

18 27. The debt under the Loan was never Fred Karony's debt and should have never
19 appeared on his credit report.

20 28. Fred Karony continues to dispute the debt from CCCS and Dollar Loan Center, but
21 as recently as September 12, 2009, Equifax continues to show the debt as verified. **EXHIBIT H.**

22 29. Despite the knowledge that Plaintiff properly disputed the alleged debt,
23 Defendants have ignored this information and verified the alleged debt to credit reporting
24 agencies, and continues to do so as to Equifax.

25 30. Defendant Dollar Loan Center and CCCS have harassed Plaintiffs in violation of
26 15 U.S.C. § 1692 (d) and 15 U.S.C. § 1681s-2, after knowledge that Plaintiffs disputed this debt.

31. Defendants Dollar Loan Center and/or CCCS have knowingly continued to provide negative reports to the three major Credit Bureaus, despite Plaintiffs properly disputing the debt to them and to Defendants and requesting that it be removed.

32. Plaintiff's credit scores continue to drop because of such conduct.

33. Defendants actions of reporting false information to the Credit Bureaus and failing to communicate that the debt was disputed is in violation of, among others, 15 U.S.C § 1692 (e) (8).

34. The foregoing acts and omissions of Defendants were undertaken by them willfully, maliciously and intentionally, knowingly, and/or in gross or reckless disregard of the rights of Plaintiffs.

35. The foregoing acts and omissions of Defendants were undertaken by it indiscriminately and persistently, as part of its regular and routine debt collection efforts, and without regard to or consideration of the identity or rights of Plaintiff.

36. As a proximate result of the foregoing acts and omissions of Defendants, Plaintiff has suffered actual damages and injury, including, but not limited, stress, humiliation, mental anguish and suffering, and emotional distress, for which Plaintiffs should be compensated in an amount to be proven at trial.

37. As a result of the foregoing acts and omissions of Defendants, and in order to punish Defendants for its outrageous and malicious conduct, as well as to deter it from committing similar acts in the future as part of its debt collection efforts, Plaintiffs are entitled to recover punitive damages in the amount to be proven at trial.

CAUSES OF ACTION

COUNT I

38. The foregoing acts and omissions of the Defendants constitute violations of the FDCPA, including but not limited to, Sections 1692d, 1692e, 1692f, 1692i and 1692g.

39. Plaintiff is entitled to recover statutory damages, exemplary and punitive damages, actual damages, and reasonable attorney's fees and costs.

COUNT II

40. The foregoing acts and omissions of the Defendants constitute violations of the FCRA, including but not limited to, Section 1681s-2.

41. Plaintiff is entitled to recover statutory damages, exemplary and punitive damages, actual damages, and reasonable attorney's fees and costs.

COUNT III

42. The foregoing acts and omissions constitute defamation as to Plaintiff's character.

43. By reporting negative and false information to the Credit Bureau as to Plaintiff's alleged debt and by filing suit against Plaintiff, Defendants published a false and defamatory statement about Plaintiff to third parties.

44. Defendants knew and/or should have known it was false, or in the alternative, should have waited to report any negative credit remarks until the debt was no longer disputed.

45. Defendants' published the statement negligently or in reckless disregard of the truth.

46. Plaintiff demanded a retraction and Defendants intentionally and/or negligently refused to retract the negative information to the Credit Bureau Agencies.

47. Plaintiff was damaged by a direct and proximate result of Defendants' actions.

48. Plaintiff is entitled to recover exemplary and punitive damages, actual damages, and reasonable attorney's fees and costs.

COUNT IV

49. The foregoing acts and omissions constitute Professional Negligence by Defendants.

50. Defendants have a duty to use prudence and diligence as other members of the debt collection and financial services industry commonly possess and exercise.

51. Defendants breached that duty by maliciously reporting and pursuing Plaintiff on a loan that he did not take out among other acts that breached the duty.

52. Plaintiff was damaged as a direct and proximate result of Defendant's actions.

67. Defendants' violated this duty by reporting and pursuing Plaintiff on a loan that he did not take out among other acts that breached the duty.

68. Plaintiff was damaged as a direct and proximate result of Defendant's actions.

69. Plaintiff is entitled to recover exemplary and punitive damages, actual damages, and reasonable attorney's fees and costs.

WHEREFORE, Plaintiffs pray that this Honorable Court grant the following relief:

1. Award of actual damages;

2. Award exemplary and punitive damages as allowed and warranted by NRS 42 and as allowed under *Countrywide Home Loans v Titchener*, 192 P3d 243 (2008);

3. Award statutory damages of \$1,000 pursuant to 15 U.S.C. § 1692k, 15 U.S.C. § 1681n and/or 15 U.S.C. § 1681o;

4. Award of attorney's fees and costs incurred including attorney's fees as provided by statute and *Sand Valley Associates v Sky Ranch Estate Owners Association, et al*, 117 Nev 948, 35 P3d (2001), for fees which were natural and proximate consequence of the injurious conduct;

5. Special damages in an amount according to proof at trial;

6. Cost of suit;

7. Require Defendants to remove all credit reporting and repair Plaintiff's credit status with all Credit Bureau and Credit Reporting Services; and

8. Grant such other and further relief as it deems just and proper.

Dated this 27th day of May, 2010.

VOHWINKEL & ASSOCIATES

/s/ Rory J. Vohwinkel

Rory J. Vohwinkel, Esq.

9980 W. Flamingo Road

Las Vegas, NV 89147

P: 702-838-3874

F: 702-838-9132

Attorney for Plaintiffs Frederick Karony

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable as provided by Rule 38(b) of the Federal Rules of Civil Procedure.

VOHWINKEL & ASSOCIATES

/s/ Rory J. Vohwinkel

Rory J. Vohwinkel, Esq.
9980 W. Flamingo Road
Las Vegas, NV 89147
P: 702-838-3874
F: 702-838-9132
Attorney for Plaintiff Frederick Karony

EXHIBIT A

CONSUMER FIXED RATE NOTE AND DISCLOSURE STATEMENT

DATE: 04/19/2007

LOAN #: 300743

BORROWER: Michelle Karony

SSN: [REDACTED]

BORROWER ADDRESS: 4020 Perfect Lure ST, Las Vegas, NV 89129

CO-BORROWER:

SSN:

CO-BORROWER ADDRESS:

In this Consumer Fixed Rate Note and Disclosure Statement (sometimes referred to as "Agreement"), the words I, Me and My refer to the borrower(s). The words You, Your, and Lender refer to Dollar Loan Center, 3051 N. Rainbow Blvd. Las Vegas, NV 89108 702-656-6666.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me:	Amount Financed The amount of credit provided to me or on my behalf:	Total of Payments The amount I will have paid after I have made all payments as scheduled:	Itemization of Amount Financed Payoff other Loan to Dollar Loan Center
260.71%	\$3,975.00	\$1,500.00	\$5,475.00	~\$0.00
				Fees \$0.00
				Other \$0.00
				Cash Given \$1,500.00
				Total \$1,500.00

Payment Schedule:

Fifty-two (52) payments in the amount of \$75.00 each due every seven (7) days thereafter starting on 04/26/2007 and a final payment of \$1,575.00 on 04/24/2008

Late Charge: If any payment is not paid on the due date, I will pay a late charge of 1 % of the principal balance each day I am late.

Prepayment: I may prepay all or any portion of my debt under this Agreement at any time without penalty.

Additional Information: See the remainder of this Agreement and any related contract documents for more information about nonpayment, default of any required repayment in full before the scheduled date, and prepayment refunds and penalties if any.

PROMISSORY NOTE

For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$1,500.00:

One Thousand Five Hundred Dollars & no Cents

plus interest from 04/19/2007 at the rate of 260.71% per year until 04/24/2008. Payments will be made according to the payment schedule.

INTEREST CALCULATION: The interest on this Note shall be calculated on the basis of the number of days elapsed over a 365/366-day year. Interest accruing on this Note shall be calculated on a daily basis throughout the term of the Note or until the note is paid in full.

PREPAYMENT/REPAYMENT: I have the right to repay this Note in full at any time without penalty. In the event of partial prepayment of principal during the term of the Note, interest shall be calculated based upon the current principal balance. If I prepay in part, I must still make each later payment as it becomes due until this Note is paid in full.

RIGHT TO RESCIND: I have the right to rescind this Note and pay no finance charge or other fee. In order to rescind, I must return the full amount borrowed, in cash or certified funds, to the lender on or before the close of business on the next business day following the date on the Note.

DEFAULT: Should the indebtedness represented by this Note have to be referred to an outside collection agency for collections, there will be a 30% Collection Fee added to the Borrowers total balance (principal, interest, and late fees). See second page for details.

BORROWER:

Michelle Karony

CO-BORROWER:

BORROWER'S REPRESENTATIONS AND WARRANTIES: As an inducement to Lender to make this loan, I hereby make the following representations and warranties, including the agreement to arbitrate disputes.

Borrower Initial MDK

Co-Borrower Initial _____

1. I have authority to execute, deliver and perform this Agreement.
2. There are no legal actions or proceedings (including bankruptcy proceedings) pending, threatened or contemplated by or against me.

ARBITRATION: Any and all controversies, claims, alleged breaches or disputes arising out of or relating in any way to this Agreement, including whether any controversy, claim, alleged breach or dispute is subject to arbitration, and including, without limitation, any and all claims that would otherwise be subject to class actions, shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of American Arbitration Association.

DEFAULT: I will be in default of this loan if any of the following occurs:

- a. I fail to make a payment in full when due;
- b. I die, am declared incompetent, or become insolvent;
- c. I fail to keep promise I have made in connection with this loan;
- d. I fail to pay, or keep any other promise on any other loan agreement I have with Lender;
- e. I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
- f. Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off, or self-help repossession;
- g. I fail to provide any additional security Lender may require; or
- h. anything else happens that causes Lender to believe that the Lender will have difficulty collecting the amount I owe Lender.

REMEDIES: If I am in default on this loan, Lender may:

- a. declare unpaid principal, earned interest, and all other agreed charges I owe Lender under this loan immediately due;
- b. use the right of set-off as explained below;
- c. demand security or new parties obligated to this loan (or both) in return for not using any other remedy; and
- d. use any remedy Lender has under state or federal law.

By choosing any one of these remedies Lender does not give up Lender's right to use another remedy later. By deciding not to use any remedy should I be in default, Lender does not give up Lender's right to consider the event a default if it happens again.

ATTORNEY FEES AND COSTS: Should the indebtedness represented by this Note, or any part hereof, be collected at law, in equity, or in any bankruptcy, receivership of other court proceeding, or this Note be placed in the hands of any attorney for collection after default, Borrower agrees to pay, in addition to the principal and interest due hereon, all reasonable attorney fees, plus all other costs and expenses of collection and enforcement, including any fees incurred in connection with such proceedings or collection of the Note and/or enforcement of the Lender's rights with respect to the administration, supervision, preservation or protection of, or realization upon, any property securing payment hereof. Should the indebtedness represented by this note Default and have to be referred to an outside collection agency for collection, there will be a 30% Collection Fee added to the Borrowers total balance (principal, interest, late fees). Both parties agree that legal action may be filed in Las Vegas Justice Court. Both parties waive other jurisdictional venues that may be available to them.

NOTIFICATION REQUIREMENT: Both Parties agree to notify the other of any change in address, phone number or employment within 24 hours thereof, and further agree to pay any expenses the other may incur in having to search for the other party.

SEVERABILITY: If any provision of this Note is held invalid or unenforceable, such provision will be considered changed to the extent necessary to comply with law, and the validity or enforceability or any other provision will not be affected.

MISCELLANEOUS:

- a. The failure of Lender to act to exercise any right or remedy shall not in any way affect or impair the obligation of Borrower to Lender, or constitute a waiver by Lender of, or otherwise affect any of, Lender's rights under this Note, under any endorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note.
- b. Borrower waives presentment, demand, protest and notice of nonpayment.
- c. All titles used in the Note are intended solely for convenience and reference; said titles shall not affect any terms, provision, or meanings of the Note.
- d. This Note shall be construed in accordance with the laws of the State of Nevada.
- e. I authorize Lender to check my credit and employment history and to answer questions about my transactions.

The Federal Truth-in-Lending Disclosures set forth above and the additional terms and conditions set forth on page one are specifically incorporated by reference in this Note. I read and was given a completed copy of this Note and Federal Truth-in-Lending Disclosures prior to signing this Note. I understand and agree to the terms of this Note. I understand that I have a right to rescind this loan as detailed in this Note. This Note represents the final agreement, and there are no other oral or written agreements between parties.

Michelle Karmy 4/19/07
"Borrower" Date

"Co-Borrower"

Date

*I have read and received a copy of this loan agreement and disclosure statement and agree to the terms

EXHIBIT B

1 Miriam E. Rodriguez, Esq.
 2 Law Office of Miriam E. Rodriguez P.C.
 Nevada Bar #9425
 3 1650 E Sahara Ave #2
 Las Vegas, NV 89104
 4 702-733-9292

357720

JUL 15 11 43 AM '08

JUSTICE COURT
 LAS VEGAS, NEVADA
 BY JGB
 CLERK

5 JUSTICE COURT LAS VEGAS TOWNSHIP
 6 CLARK COUNTY, NEVADA

<p>7 CLARK COUNTY COLLECTION SERVICE, LLC</p> <p>8 Plaintiff</p> <p>9 vs.</p> <p>10 MICHELLE KARONY</p> <p>11 FREDERICK KARONY</p> <p>12 Defendant(s)</p>	<p>Case No: 08C-031336</p> <p>Dept No: 7</p>
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13
 14 COMPLAINT ON A PROMISSORY NOTE, BREACH OF CONTRACT,
 15 AND FOR MONIES DUE AND OWING

16 Comes now the plaintiff, Clark County Collection Service, LLC, a limited liability company
 17 qualified to do business and doing business in the State of Nevada, by and through counsel
 18 Miriam E. Rodriguez, Esq. and for its cause of action against defendant, alleges as follows:

19 I. JURISDICTIONAL ALLEGATIONS

- 20 1. Plaintiff, Clark County Collection Service, LLC, a limited liability company
 21 (hereafter: CCCS) duly licensed to conduct collection services in Nevada.
 22 2. Based on information and belief, plaintiff alleges that defendant, was at all
 23 times relevant herein a resident of Nevada.
 24 3. Dollar Loan Center/Rainbow is a Nevada company licensed to provide loans
 25 in Nevada, and is located at 6122 W Sahara Ave, ,
 26 Las Vegas, NV 89146.

II. GENERAL ALLEGATIONS

Please be advised that this is an attempt to collect a debt and any information obtained will be used for that purpose. You should also be aware that consumers have the following rights. Within 30 days from the receipt of this complaint you may:

- a. Dispute the validity of this debt or any part thereof; if you do not, the debt will be presumed to be valid.
- b. Notify us in writing that all or a part of the debt is disputed or that you wish to know the name and address of the original creditor if different from the current creditor; in which case we will provide the requested information and obtain verification of the debt.

1. On or about April 19, 2007, a Promissory Note was made between the defendant and Dollar Loan Center/Rainbow for the amount of \$1500.00 for service provided by Dollar Loan Center/Rainbow.
2. This note was to be paid back to Dollar Loan Center/Rainbow on or before September 7, 2007.
3. Defendant did not pay the total amount due by September 7, 2007 pursuant to terms of the promissory note.
4. Dollar Loan Center/Rainbow has duly assigned this past due and owing account to plaintiff, CCCS, to collect the same.

III. FIRST CAUSE OF ACTION

PROMISSORY NOTE

5. Plaintiff hereby realleges all previous Paragraphs and by this reference incorporates the same herein as though set forth in full.
6. On April 19, 2007 defendant signed a Promissory Note agreement for \$ 1500.00 with Dollar Loan Center/Rainbow.
7. Pursuant to terms of this note, defendant would pay monies to Dollar Loan Center/Rainbow for services provided by Dollar Loan Center/Rainbow.

8 Dollar Loan Center/Rainbow did perform its requisite services on behalf of defendant
4 fulfilling all of its obligations pursuant to an agreement between defendant and
5 Dollar Loan Center/Rainbow.

6 9. Defendant has breached the terms of the Promissory Note by failing to tender to Dollar
7 Loan Center/Rainbow \$ 1500.00 per terms of Promissory Note, by September 7, 2007.

8 10. CCCS has been compelled to retain the services of legal counsel to prosecute this action,
9 and on that basis, is entitled to an award of attorney's fees and costs of suit herein.

11 IV. SECOND CAUSE OF ACTION

12 BREACH OF CONTRACT

13 11. Plaintiff hereby realleges all previous Paragraphs and by this reference incorporates the
14 same herein as though set forth in full.

15 12. On or about April 19, 2007, Dollar Loan Center/Rainbow entered into a written contract
16 with

17 Defendant in the State of Nevada. Pursuant to the terms of this contract Plaintiff agreed
18 to lend the principal sum of \$ 1500.00 to Defendant and Defendant agreed to repay
19 Dollar Loan Center/Rainbow for said sum, pursuant to terms of the contract. The
20 contractual agreement between Dollar Loan Center/Rainbow and Defendant is now past
21 due and owing pursuant to terms of the contract.

22 13. The contractual agreement between Dollar Loan Center/Rainbow and defendant is now
23 past due and owing pursuant to the terms of the contract.

24 14. Dollar Loan Center/Rainbow duly performed all of their obligations under the contract.

25 15. Plaintiff has made repeated demands for payment of the monies due and owing on the
26 contract, but the Defendant has failed and refused, and still fails and refuses, to pay.

27 16. Defendant's refusal to satisfy the Promissory Note, along with the interest rate and late
28 charges to the Plaintiff, constitutes a material breach of the contract between the parties.

29 17. Plaintiff is entitled to have and receive from Defendant the contractual obligation of the
sum due and owing in the amount of \$3958.81, plus interest and late charges as provided
for in the contract.

18. Plaintiff has been compelled to retain the services of legal counsel to prosecute this action and, on that basis, is entitled to an award of attorney fees and costs of suit herein

V. THIRD CAUSE OF ACTION
MONIES DUE AND OWING

19. Plaintiff hereby realleges all previous Paragraphs and by this reference incorporates the same herein as though set forth in full.

20. On or about April 19, 2007 a promissory note was signed by Defendant for the amount of \$ 1500.00.

21. Plaintiff has made demand upon Defendant for the amount due and owing, but Defendant has failed and refuses to pay.

22. Dollar Loan Center/Rainbow has been damaged in the amount of \$ 3958.81.

23. Plaintiff has been compelled to retain the services of legal counsel to prosecute this action and, on that basis, is entitled to an award of attorney fees and costs of suit herein.

1 WHEREFORE, plaintiff, Clark County Collection Services, LLC., prays as follows for
2 each of its causes of action:

- 3
- 4 1. For a judgment against Defendant in the amount due and owing to plaintiff in the
5 principal sum of \$ 3958.81, plus interest to be added at the statutory rate, plus any other
6 late fees accrued to date.
- 7 2. For reasonable attorney's fees and costs of suit incurred herein, and
- 8 3. For such other and further relief as this Court may deem just and proper.
- 9

10 Dated this 03 day of July, 2008

11

12

13

14 Respectfully Submitted

15

16 By 

17 Miriam E. Rodriguez, Esq.
18 Law Office of Miriam E. Rodriguez P.C.
19 Nevada Bar #9425
20 1650 E Sahara Ave #2
21 Las Vegas, NV 89104
22 702-733-9292
23 Attorney for Clark County Collection Service, LLC

24

25

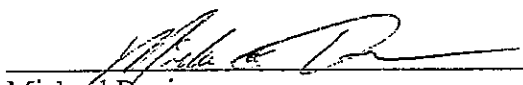
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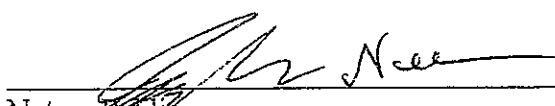
29

I Michael Davis, Director of Department 5 at Clark County Collection Service,
Plaintiff in the above-entitled action. I am authorized to make this verification on
its behalf, I have read the foregoing Summons and Complaint and know the
contents thereof. I am informed and believe and on that ground state that the
matters set forth therein are true.



Michael Davis
Director of Department 5
Clark County Collection Service

SUBSCRIBED and SWORN TO before
me this 3 day of July, 2008.



Notary Public

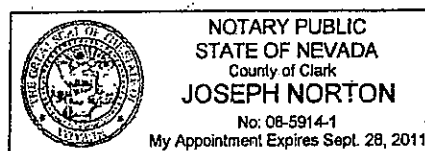


EXHIBIT C

For Court Use

JUSTICE COURT LAS VEGAS TOWNSHIP
CLARK COUNTY, NEVADA

COUNTY COLLECTION SERVICE LLC

Plaintiff,

-vs-

MICHELLE KARONY
FREDERICK KARONY

Defendant.

CASE NUMBER:

080-031336

SUMMONS

NOTICE: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A Civil Complaint has been filed by the plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you exclusive of the day of service, you must do the following:
 - a. File with the Clerk of this court, whose address is shown below, a formal written response (Answer) to the Complaint in accordance with the rules of the Court. A \$30.00 filing fee is required.
 - b. Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intent to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

Issued at the direction of:

Attorney for: CLARK COUNTY COLLECTION SERVICE

Name: Miriam E. Rodriguez, Esq.
Law Office of Miriam E. Rodriguez P.C.
Nevada Bar #9425
Address: 1650 E Sahara Ave #2
Las Vegas, NV 89104
Phone#: 702-733-9292

By: LOURISHA G. BRELAND
DEPUTY CLERK

AUG 05 2006

Date

JUSTICE COURT LAS VEGAS TOWNSHIP
Regional Justice Center
200 Lewis Ave 2nd Floor
P O Box 552511
Las Vegas, NV 89155-2511

NOTE: When service is by publication, add a brief statement of the object of the action.
See rules of Civil Procedure, Rule 4(b).

APPROPRIATE COURTROOM ATTIRE REQUIRED
NO SHORTS, HALTER TOPS OR TANK TOPS
SHOES ARE REQUIRED
(NO FOOD OR DRINK PERMITTED)

EXHIBIT D

1. FREDRICK KARONY
 2. MICHELLE KARONY
 3. 4020 Perfect Lure St.
 4. Las Vegas, Nevada 89129
 5. Phone: (702) 233-5784
 6. In Pro Per

FILED

DEC 1 3 00 PM '08

JUS
LAS VEGAS, NEVADA
BY _____ DEPUTY

7. JUSTICE COURT, LAS VEGAS TOWNSHIP
 8. CLARK COUNTY, NEVADA

9. CLARK COUNTY COLLECTION)
 10. SERVICE, LLC,)

11. Plaintiff,)

12. vs.)

13. MICHELLE KARONY,)
 14. FREDERICK KARONY)

15. Defendants.)

CASE NO. 08C-031336
 DEPT. NO. 7

ORDER GRANTING DEFENDANTS'
MOTION TO DISMISS

16. The Defendants' Motion to Dismiss filed on September 2, 2008, the Opposition filed on
 17. September 16, 2008 by Plaintiff's counsel and the Reply filed by Defendants on September 26,
 18. 2008, duly come on for hearing before this Honorable Court on November 4, 2008. Plaintiffs,
 19. Michelle Karony and Frederick Karony were present at the time of the hearing. Plaintiff's counsel,
 20. Miriam E. Rodriguez, Esq. was not present at the time of the hearing.

21. IT IS ORDERED, ADJUDGED AND DECREED that Defendants' Motion to Dismiss
 22. is hereby granted.

23. DATED this 20 day of November, 2008.

KAREN BENNETT-HARON

DISTRICT COURT JUDGE
JUSTICE

Submitted by:

25. By: Michelle Karony
 26. Michelle Karony
 27. 4020 Perfect Lure St.
 28. Las Vegas, NV 89129
 Phone: (702) 233-5784
 In Pro Per

By: Frederick Karony
 Frederick Karony
 4020 Perfect Lure St.
 Las Vegas, NV 89129
 Phone: (702) 233-5784
 In Pro Per

EXHIBIT E

1 Patrick J. Reilly, Esq.
 2 Nevada Bar No. 6103
 3 HOLLAND & HART LLP
 3800 Howard Hughes Parkway, 10th Floor
 4 Las Vegas, Nevada 89169
 Tel: (702) 669-4600
 Fax: (702) 669-4650
 Email: preilly@hollandhart.com

5 *Attorneys for Plaintiff*
 6 *Clark County Collection Service, LLC*

FILED

JUL 20 7 50 AM '09

SDM

BY

CLERK

JUSTICE COURT, LAS VEGAS TOWNSHIP

CLARK COUNTY, NEVADA

CLARK COUNTY COLLECTION SERVICE,
LLC,

Plaintiff,

vs.

MICHELLE KARONY,
FREDERICK KARONY,

Defendants.

Case No.: 08C-031336
Dept. No.: 12**ORDER GRANTING AMENDED
MOTION FOR RECONSIDERATION**

On July 7, 2009, this Court heard oral argument on an Amended Motion for Reconsideration filed by Plaintiff Clark County Collection Service, LLC ("CCCS") in the above-entitled action. The Motion being timely filed, and good cause appearing, this Court hereby GRANTS the Motion for Reconsideration. This Court's Order of December 1, 2008, dismissing this action, is hereby vacated. This Court will rehear Defendants' Motion on its substantive merits on August 27, 2009, at 10:30 a.m. CCCS shall file and serve any supplemental briefing no later than July 25, 2009. Defendants shall file and serve any supplemental briefing no later than August 11, 2009.

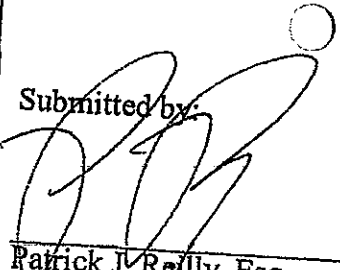
IT IS SO ORDERED.

DATED this JUL 14 2009 day of July, 2009.

DIANA L. SULLIVAN

JUSTICE COURT JUDGE

1 Submitted by:

2 
3
4 Patrick J. Reilly, Esq.
5 Nevada Bar No. 6103
6 HOLLAND & HART LLP
7 3800 Howard Hughes Parkway, 10th Floor
8 Las Vegas, Nevada 89169

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Attorneys for Clark County:
Collection Service, LLC

3800 Howard Hughes Parkway, Tenth Floor
Las Vegas, Nevada 89169
Phone: (702) 669-4600 • Fax: (702) 669-4650

EXHIBIT F

ATTN: RORY VORHOLTER
 PLEASE ADD THESE PAGES TO THE CASE
 JUSTICE COURT, LAS VEGAS TOWNSHIP

CLARK COUNTY, NEVADA

SEP 13 A 021

CLARK COUNTY COLLECTION SERVICE,
LLC,

Plaintiff,

vs.

MICHELLE KARONY,
FREDERICK KARONY,

Defendants.

CASE NO.: 08C-031336

DEPT. NO.: 12

ORDER RE: MOTION TO DISMISS
AND ORDER GRANTING
DISCOVERY

On August 27, 2009, this Court heard oral argument on Defendants' Motion to Dismiss. Michael J. Harker, Esq. appeared on behalf of Defendants. Patrick J. Reilly, Esq. of Holland & Hart LLP appeared on behalf of Plaintiff Clark County Collection Service, LLC ("CCCS"). This Court converted Defendants' Motion into a Motion for Summary Judgment in accordance with JCRCP 12(b), due to the fact that consideration of the Motion required this Court to view matters outside the pleadings.

FINDINGS OF FACT

1. This is a collection matter arising from a promissory note executed in favor of Dollar Loan Center, LLC ("DLC") for the principal amount of \$1,500.00 (the "Promissory Note").
2. The Promissory Note was executed by Defendant Michelle Karony on April 19, 2007, with a maturity date of April 24, 2008.
3. Defendant Frederick Karony did not execute the Promissory Note.

CONCLUSIONS OF LAW

A. Standard of Review on a Motion for Summary Judgment.

Under Nevada law, summary judgment is proper "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." JCRCP 56(c). All facts and inferences drawn must be viewed in the light most favorable to the non-moving party when determining whether a genuine issue of material fact exists for summary judgment purposes. *Sawyer v. Sugarless Shops*, 106 Nev. 265, 267, 792 P.2d 14, 15 (1990).

B. Frederick Karony Is Entitled to Dismissal with Prejudice.

It is undisputed that Frederick Karony did not execute the Promissory Note in question. As a matter of law, CCCS is not entitled to recover against him on its claims for breach of contract, breach of promissory note, and monies due and owing. *Non est factum*. Accordingly, this Court hereby GRANTS IN PART Defendants' motion and dismisses Frederick Karony from this case with prejudice.

C. NRS Chapter 604A Did Not Require Plaintiff to Offer Defendants an Opportunity to Enter into a Payment Plan before Filing the Present Lawsuit.

Chapter 604A became law in 2005, and was amended in 2007 (effective October 1, 2007). Assembly Bill 478 explicitly states that the 2007 amendments "do not apply to loans entered into before October 1, 2007." 2007 Nevada Laws Ch. 265 (A.B. 478), Section 33. Thus, contrary to Defendants' suggestion, the contract at issue in the present case must be examined under the original version of Chapter 604A (because the parties entered into it on April 19, 2007).

1 The original version of NRS 604A.475 provided, in pertinent part: "Before a licensee
2 attempts to collect the outstanding balance on a loan in default by commencing any civil
3 action or process of alternative dispute resolution or by repossessing a vehicle, the licensee
4 shall offer the customer an opportunity to enter into a repayment plan." Licensee was defined
5 as "any person who has been issued one or more licenses to operate a check-cashing service,
6 deferred deposit loan service, short-term loan service or title loan service pursuant to the
7 provisions of this chapter." NRS 604A.075 (2005).

8 Michelle Karony first suggests that she received a short-term loan (*i.e.*, a loan that
9 would be governed by the applicable version of Chapter 604A). This is incorrect because the
10 terms of the parties' agreement do not require the loan to be paid in full in less than one year.
11 See NRS 604A.095 (2005) (defining a short-term loan as "'a loan made to a customer
12 pursuant to a loan agreement which, under its original terms: (a) Charges an annual
13 percentage rate of more than 40 percent; and (b) Requires the loan to be paid in full in less
14 than 1 year.'").
15

16 Karony also suggests that she is entitled to NRS 604A.475's consumer protections
17 because she received a "high-interest loan"¹ from Plaintiff. However, while such loans are
18

19
20 ¹ NRS 604A.0703 presently provides:

21 NRS 604A.0703 "High-interest loan" defined.

22 1. "High-interest loan" means a loan made to a customer pursuant to a
23 loan agreement which, under its original terms, charges an annual percentage
24 rate of more than 40 percent.

25 2. The term includes, without limitation, any single-payment loan,
26 installment loan or open-ended loan which, under its original terms, charges
27 an annual percentage rate of more than 40 percent.

28 3. The term does not include:

(a) A deferred deposit loan;

governed by the present version of Chapter 604A, they are not governed by the version that applies in the present case (i.e., the 2005 version). Therefore, the Promissory Note and loan are not rendered void or unenforceable, as suggested by Karony. To this extent, Defendants' Motion is DENIED.

D. This Court Declines to Consider Arguments Relating to Unconscionability.

In their Supplemental Reply, Defendants asserted for the first time that the underlying loan was unconscionable. This Court declines to consider, and takes no position upon, a matter raised in the Supplemental Reply, as CCCS has not had an opportunity to respond to Defendants' arguments. To this extent as well, Defendants' Motion is DENIED. Michelle Karony may, however, raise the issue of unconscionability as a defense on a going forward basis in this case, either in a subsequent motion after the conclusion of discovery, or at trial.

E. Discovery Matters.

At oral argument, the remaining parties agreed upon the following discovery parameters: (1) 10 interrogatories per side; (2) 10 requests for production of documents per side; (3) 10 requests for admissions per side; and (4) each party may take one deposition for

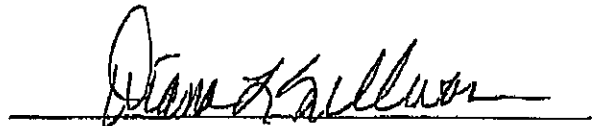
(b) A refund anticipation loan; or

(c) A title loan.

no more than one hour. Upon the conclusion of discovery, any party may request a trial
setting from this Court.

IT IS SO ORDERED.

DATED this 17th day of September, 2009.



JUDGE DIANA L. SULLIVAN

EXHIBIT G

Fred Karony's Credit report

Account closed by credit grantor 04/09; Canceled by credit grantor				30	60	90+	08/08 07/08 06/08 05/08 04/08 03/08 02/08 01/08						
CAP ONE 438864708388	Opened 05/96	Reported 04/09	High balance 5,408	Reviewed —	30 1	60 1	90+ 5	Pastdue 4,387	Payment	Balance			
	Last active 08/07	*CX1 *BX1 *BU1 *CU1 *BQ1 *CQ1 [Joint]	High limit 4,300	Revol (R9) Credit card	09/07	10/07	11/07 120....149 01/08 12/07		Profit & loss				
	Account closed by credit grantor 04/09; Canceled by credit grantor												
BANK OF AMERICA 297	Opened 12/06	Reported 08/08	High balance 5,548	Reviewed —	30 1	60 1	90+ 3	Pastdue	Payment	Balance			
	Last active 03/08	*CX1 *CU1 *CQ1 [Ind]	High limit 5,000	Revol (R9) Credit card	03/08	04/08	05/08 120....149 07/08 06/08		Profit & loss				
	Account information disputed by consumer 08/08; Account closed at consumers request												
CLARK COUNTY COLLECTIO 357720	Opened 03/08	Reported 04/09	High balance 3,958	Reviewed —	30 0	60 0	90+ 0	Pastdue	Payment	Balance			
	Last active 04/08	*CX1 *BQ1 *CQ1 [Joint]	High limit 3,958	Install (I9) Unknown				5,416	Collection 07/08	5,416			
	Dollar Loan Center; Account information disputed by consumer; Unpaid; Consumer disputed this account information; Closed 04/09												
CITIFINANCIA 6072802327310849	Opened 06/07	Reported 03/09	High balance 39	Reviewed 21 mos	30 0	60 0	90+ 0	Pastdue	Payment	Balance			
	Last active 03/09	BU1 CU1 BQ1 CQ1 [Joint]	High limit 3,600	Revol (R1) Installment loan				-0-	\$108				
	Installment sales contract												
CITIFINANCIAL 6072802327310849	Opened 06/07	Reported 03/09	High balance 39	Reviewed 22 mos	30 0	60 0	90+ 0	Pastdue	Payment	Balance			
	Last active 03/09	CX1 BX1 [Joint]	High limit —	Install (I1) Installment loan				-0-	\$108				
LHR, INC. 2105506	Opened 05/08	Reported 04/09	High balance 2,235	Reviewed —	30 0	60 0	90+ 1	Pastdue	Payment	Balance			
	Last active 04/08	*BX1 *BU1 *BQ1 [Ind]	High limit —	Install (I9) Unknown			120....149 04/09 06/08		Collection 07/08				
	First Equity; Account information disputed by consumer; 08 FIRST EQUITY; Consumer disputed this account information; Closed 04/09												
	Opened 04/07	Reported 11/08	High balance 2,600	Reviewed —	30 1	60 1	90+ 2	Pastdue	Payment	Balance			
	Last active 06/08	*BX1 *BQ1 [Ind]	High limit —	Install (I9) Installment loan	07/08	08/08	09/08 120....149 10/08		Profit & loss				
	Amount in high credit original charge-off amount; Closed 11/08												
				Opened 10/01	Reported 03/09	High balance 2,544	Reviewed 91 mos	30 0	60 0	90+ 0	Pastdue	Payment	Balance

EXHIBIT H

EQUIFAX

CREDIT FILE : January 22, 2009

Personal Identification Information (This section includes your name, current and previous addresses, and any other identifying information reported by your creditors.)

Name On File: Fred Alex Katony
 Social Security #: XXX-XX-7345 Date of Birth: September 18, 1950
 Current Address: 4020 Perfect Lure St, Las Vegas, NV 89129 (702) 233-5784 Reported: 12/2007
 Previous Address(es): 6916 Dorita Ave Unit 2b2, Las Vegas, NV 89108 Reported: 08/2008
 Last Reported Employment: Action Realestat;
 Previous Employment(s): Prudential CA RE;
 James Herman REA;

ALERT(s): File Blocked For Promotional Purposes

Confirmation # 902204;
 Please address all future correspondence to:

www.investigate.equifax.com
 Equifax Information Services LLC
 P.O. Box 105314
 Atlanta GA 30348
 (866) 224-9235
 M - F 9:00am to 5:00pm in your time zone.

In order to speak with a Customer Service Representative regarding specific information contained in this credit file, you must call **WITHIN 30 DAYS** of the date of this credit file **AND** have a copy of this credit file along with the confirmation number.

Consumer Statement (Credit grantors may view this statement when evaluating your credit). (This section allows the consumer a personal statement regarding their credit file.)
 Date Recorded: 10/2008

ON ALL OF THE ABOVE DISPUTES THE CREDITORS HAVE VIOLATED THE FDCPA AND FCRA I AM IN THE PROCESS OF FILING A LAWSUIT AGAINST CREDITORS INTERCHANGE AND CLARK COUNTY ????????? AGENCY I HAVE ALREADY FILED A LAWSUIT AGAINST COUNTRYWIDE FOR NUMEROUS VIOLATIONS REGARDING FEDERAL AND STATE LAW

Collection Agency Information (This section includes accounts that credit grantors have placed for collection with a collection agency.)
 The Statement/Alert Shown Below Expires On: 09/

~~Delinquency 12/2007; Balance as of 01/2009 - \$5,416; Joint Account; Account # - 357720; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Address: 370 17th St Ste 5000 Denver CO 80202-5690 : (877) 248-8343~~ *Remove*
 Clark County Collection; Collection Reported 10/2008; Assigned 03/2008; Client - Dollar Loan Center; Amount - \$3,958 ; Status as of 10/2008 - Unpaid; Date of 1st Delinquency 09/2007; Balance as of 10/2008 - \$5,416 ; Joint Account; Account # - 357720; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Collection Account; Address: 6124 W Sahara Ave Service Las Vegas NV 89146-3051 : (702) 889-9229 *Remove*

P. O. Box 105518
Atlanta, GA 30348

005908



000696915-5908
Fred Alex Karony
4020 Perfect Lure St
Las Vegas, NV 89129-6089

EQUIFAX

CREDIT FILE : April 8, 2009
Confirmation # 9063070516

Dear Fred Alex Karony:

Below are the results of your request for Equifax to reinvestigate certain elements of your Equifax credit file. Equifax contacted each source directly and our investigation is now completed. If you have any additional questions or concerns, please contact the source of that information directly.

You may contact Equifax regarding the specific information contain in this letter within the next 60 days by visiting us at www.investigate.equifax.com or by calling a Customer Representative at (888) 425-8188 from 9:00am to 5:00pm Monday-Friday in your time zone. If you want to request a free copy of the Equifax credit file you can call our toll free number at (877) 576-5766.

Thank you for giving Equifax the opportunity to serve you.

The Results Of Our ReInvestigation

Collection Agency Information: (This section includes accounts that have been placed for collection with a collection agency.)

>>> **We have researched the collection account. Account # - 14989190080601352 The results are:** Equifax verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **Cach, LLC, 370 17th St Ste 5000, Denver CO 80202-5690 Phone: (877) 248-8343**

>>> **Collection Reported 04/2009; Assigned 06/2008; Creditor Class - Banking; Client - Bank of America; Account # - 14989190080601352; Status as of 04/2009 - Unpaid; Date of 1st Delinquency 12/2007; Balance as of 04/2009 - \$3,959; Individual Account; Account # - 14989190080601352; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Collection Account; Address: 370 17th St Ste 5000 Denver CO 80202-5690 : (877) 248-8343**

>>> **We have researched the collection account. Account # - 357720 The results are:** Equifax verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **Clark County Collection, 6124 W Sahara Ave, Service, Las Vegas NV 89146-3051 Phone: (702) 889-9229**

Clark County Collection; Collection Reported 04/2009; Assigned 03/2008; Client - Dollar Loan Center; Amount - \$3,959 ; Status as of 04/2009 - Unpaid; Date of 1st Delinquency 09/2007; Balance as of 04/2009 - \$5,416 ; Joint Account; Account # - 357720; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Collection Account; Address: 6124 W Sahara Ave Service Las Vegas NV 89146-3051 : (702) 889-9229

Credit Account Information

(For your security, the last 4 digits of account number(s) have been replaced by *). (This section includes open and closed accounts reported by credit grantors)

Account History Status Code Descriptions	1 : 30-59 Days Past Due				5 : 150-179 Days Past Due				J : Voluntary Surrender K : Repossession L : Charge Off
	2 : 60-89 Days Past Due	3 : 90-119 Days Past Due	4 : 120-149 Days Past Due	6 : 180 or More Days Past Due	G : Collection Account	H : Foreclosure			

>>> **We have researched the credit account. Account # - 210* The results are:** Equifax verified that this item belongs to you. If you have additional questions about this item please contact: **Lhr, Inc/Lhr, Inc., 56 Main St, Hamburg NY 14075-4905 Phone: (800) 880-6472**

(Continued On Next Page)

P. O. Box 105518
Atlanta, GA 30348

002063



000733780-2063
Fred Alex Karony
4020 Perfect Lure St
Las Vegas, NV 89129-6089

EQUIFAX

CREDIT FILE : September 5, 2009
Confirmation # 9215034305

Dear Fred Alex Karony:

Below are the results of your request for Equifax to reinvestigate certain elements of your Equifax credit file. Equifax contacted each source directly and our investigation is now completed. If you have any additional questions or concerns, please contact the source of that information directly.

You may contact Equifax regarding the specific information contain in this letter within the next 60 days by visiting us at www.investigate.equifax.com or by calling a Customer Representative at (888) 800-8551 from 9:00am to 5:00pm Monday-Friday in your time zone. If you want to request a free copy of the Equifax credit file you can call our toll free number at (877) 576-5766.

Thank you for giving Equifax the opportunity to serve you.

The Results Of Our Reinvestigation

>>> **We have reviewed your concerns and our conclusions are:**

The disputed judgement case number 08c-031336 is not currently reporting on your credit file.

Collection Agency Information (this section includes accounts that have been placed for collection with a collection agency)

>>> **We have researched the collection account. Account # - 14989190080601352 The results are:** Equifax verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **Cach, LLC, 370 17th St Ste 5000, Denver CO 80202-5690 Phone: (877) 248-8343**

Cach, LLC; Collection Reported 09/2009; Assigned 06/2008; Creditor Class - Banking; Client - ~~XXXXXXXXXX~~; Amount - ~~XXXXXXXXXX~~; Status as of 09/2009 - Unpaid; Date of 1st Delinquency 12/2007; Balance as of 09/2009 - ~~XXXXXXXXXX~~; Individual Account; Account # - ~~XXXXXXXXXX~~; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Collection Account; Address: 370 17th St Ste 5000 Denver CO 80202-5690

>>> **We have researched the collection account. Account # - 357720 The results are:** Equifax verified that this item belongs to you. If you have additional questions about this item please contact: **Clark County Collection, 6124 W Sahara Ave, Service, Las Vegas NV 89146-3051 Phone: (702) 889-9229**
Clark County Collection; Collection Reported 09/2009; Assigned 03/2008; Client - Dollar Loan Center; Amount - \$3,958; Status as of 09/2009 - Unpaid; Date of 1st Delinquency 09/2007; Balance as of 09/2009 - \$5,416; Joint Account; Account # - 357720; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Collection Account; Address: 6124 W Sahara Ave Service Las Vegas NV 89146-3051; (702) 889-9229

P. O. Box 105518
Atlanta, GA 30348

004381



000733661-4381
Fred Alex Karony
4020 Perfect Lure St
Las Vegas, NV 89129-6089

EQUIFAX

CREDIT FILE : September 4, 2009
Confirmation # 9211028166

Dear Fred Alex Karony:

Below are the results of your request for Equifax to reinvestigate certain elements of your Equifax credit file. Equifax contacted each source directly and our investigation is now completed. If you have any additional questions or concerns, please contact the source of that information directly.

You may contact Equifax regarding the specific information contain in this letter within the next 60 days by visiting us at www.investigate.equifax.com or by calling a Customer Representative at (888) 800-8551 from 9:00am to 5:00pm Monday-Friday in your time zone. If you want to request a free copy of the Equifax credit file you can call our toll free number at (877) 576-5766.

Thank you for giving Equifax the opportunity to serve you.

The Results Of Our Reinvestigation

Collection Agency Information (This section includes accounts that have been placed for collection with a collection agency.)

>>> **We have researched the collection account. Account # - 357720 The results are:** Equifax verified that this item belongs to you. If you have additional questions about this item please contact: **Clark County Collection, 6124 W Sahara Ave, Service, Las Vegas NV 89146-3051 Phone: (702) 889-9229**

Clark County Collection; Collection Reported 09/2009; Assigned 03/2008; Client - Dollar Loan Center; Amount - \$3,958 ; Status as of 09/2009 - Unpaid; Date of 1st Delinquency 09/2007; Balance as of 09/2009 - \$5,416 ; Joint Account; Account # - 357720; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Collection Account; Address: 6124 W Sahara Ave Service Las Vegas NV 89146-3051 ; (702) 889-9229

Notice to Consumers

Upon receipt of your dispute, we first review and consider the relevant information you have submitted regarding the nature of your dispute. If the review does not resolve your dispute and further investigation is required, notification of your dispute, including the relevant information you submitted, is provided to the source that furnished the disputed information. The source reviews the information provided, conducts an investigation with respect to the disputed information and reports the results back to us. The credit reporting agency then makes deletions or changes to your credit file as appropriate based on the results of the reinvestigation. The name, address and, if reasonably available, the telephone number of the furnisher(s) of the information contacted while processing your dispute(s) is shown under the "Results of Your Investigation" section on the cover letter that accompanies the copy of your revised credit file.

If you still disagree with an item after it has been verified, you may send to us a brief statement, not to exceed one hundred words (two hundred words for Maine residents), explaining the nature of your dispute. Your statement will become part of your credit file and will be disclosed each time that your credit file is accessed.

If the reinvestigation results in a change to or deletion of the information you are concerned about, or you submit a statement in accordance with the preceding paragraph, you have the right to request that we send your revised credit file to any company that received your credit file in the past six months (twelve months for California, Colorado, Maryland, New Jersey and New York residents) for any purpose or in the past two years for employment purposes.

P. O. Box 105518
Atlanta, GA 30348

005586



000714374-5586
Fred Alex Karony
4020 Perfect Lure St
Las Vegas, NV 89129-6089

EQUIFAX

CREDIT FILE : June 23, 2009
Confirmation # 9140018603

Dear Fred Alex Karony:

Below are the results of your request for Equifax' to reinvestigate certain elements of your Equifax credit file. Equifax contacted each source directly and our investigation is now completed. If you have any additional questions or concerns, please contact the source of that information directly.

You may contact Equifax regarding the specific information contain in this letter within the next 60 days by visiting us at www.investigate.equifax.com or by calling a Customer Representative at (888) 800-7317 from 9:00am to 5:00pm Monday-Friday in your time zone. If you want to request a free copy of the Equifax credit file you can call our toll free number at (877) 576-5766.

Thank you for giving Equifax the opportunity to serve you.

The Results Of Our Reinvestigation

>>> **We have reviewed your concerns and our conclusions are:**

The disputed case number 08-c-031336 is currently not reporting on your credit file.

Collection Agency Information: (This section includes accounts that have been placed for collection with a collection agency.)

>>> **We have researched the collection account. Account # - 357720 The results are:** Equifax verified that this item belongs to you. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **Clark County Collection, 6124 W Sahara Ave, Service, Las Vegas NV 89146-3051 Phone: (702) 889-9229**

Clark County Collection; Collection Reported 06/2009; Assigned 03/2008; Client - Dollar Loan Center; Amount - \$3,958 ; Status as of 06/2009 - Unpaid; Date of 1st Delinquency 09/2007; Balance as of 06/2009 - \$5,416 ; Joint Account; Account # - 357720; ADDITIONAL INFORMATION - Consumer Disputes This Account Information; Collection Account; Address: 6124 W Sahara Ave Service Las Vegas NV 89146-3051 ; (702) 889-9229

Notice to Consumers

Upon receipt of your dispute, we first review and consider the relevant information you have submitted regarding the nature of your dispute. If the review does not resolve your dispute and further investigation is required, notification of your dispute, including the relevant information you submitted, is provided to the source that furnished the disputed information. The source reviews the information provided, conducts an investigation with respect to the disputed information and reports the results back to us. The credit reporting agency then makes deletions or changes to your credit file as appropriate based on the results of the reinvestigation. The name, address and, if reasonably available, the telephone number of the furnisher(s) of the information contacted while processing your dispute(s) is shown under the "Results of Your Investigation" section on the cover letter that accompanies the copy of your revised credit file.

If you still disagree with an item after it has been verified, you may send to us a brief statement, not to exceed one hundred words (two hundred words for Maine residents), explaining the nature of your dispute. Your statement will become part of your credit file and will be disclosed each time that your credit file is accessed.

If the reinvestigation results in a change to or deletion of the information you are concerned about, or you submit a statement in accordance with the preceding paragraph, you have the right to request that we send your revised credit file to any company that received your credit file in the past six months (twelve months for California, Colorado, Maryland, New Jersey and New York residents) for any purpose or in the past two years for employment purposes.

(Continued On Next Page)



Prepared for
FREDERICK KARONY
Report number
1568931835

Report date
March 31, 2009
www.experian.com/disputes
Call 800 509 8495
Page 1 of 2

Dear FREDERICK KARONY,

We are responding to the information you sent us. Upon careful review of your information, we determined that we were not able to use it. We are contacting the source of the information you questioned. When we complete our verification process, which may take up to 30 days or up to 45 days for an investigation of information in an annual free credit report, we will send you the results.

Sincerely,

Experian
NCAC
P.O. Box 9702
Allen TX 75013

*****SCH 3-DIGIT 890
0001596 1 AT 0.346 L768
FREDERICK KARONY
4020 PERFECT LURE ST
LAS VEGAS NV 89129-6089

Save a tree! Go green if you need to contact us again by
visiting www.experian.com/consumer or call us.

0310000000





Credit items

Prepared for
FRED KARONY
Report number
3847828507

Report date
April 11, 2009
www.experian.com/disputes
Call 800 509 8495

Page 2 of 2

CLARK COUNTY COLLECTION	Date opened	Date of status	Type	Responsibility	Credit limit or original amount	Recent balance	Status: Collection account, \$5,416 as of Apr 2009.
8860 W SUNSET RD STE 100	Mar 2008	Jul 2008	Collection	Joint with MICHELLE	\$3,958	\$5,416 as of Apr 2009	past due as of Apr 2009.
LAS VEGAS NV 89148	Reported since	Last reported	Terms	KARONY	High balance		Account history:
No phone number available	Jul 2008	Apr 2009	1 Months		NA		Collection as of Apr 2009, Oct 2008; Sep 2008, Jul 2008
Partial account number			Monthly payment				This account is scheduled to continue on record until Jun 2014.
357720			NA				Comment: "Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act)." This item was verified and updated on Jul 2008.

Original creditor: DOLLAR LOAN CENTER

Address identification number:
594833028



Credit items

FRED KARONY
Report number
3847828507

April 11, 2009
www.experian.com/disputes
Call 800 509 8495

Page 2 of 2

CLARK COUNTY COLLECTION
8860 W SUNSET RD STE 100
LAS VEGAS NV 89148
No phone number available
Partial account number
357720

Date opened: Mar 2008
Date of status: Jul 2008
Reported since: Jul 2008
Last reported: Apr 2009

Type: Collection
Responsibility: Joint with MICHELLE KARONY
Terms: 1 Month
Monthly payment: N/A

Credit limit or original amount: \$3,958
Recent balance: \$5,416 as of Apr 2009
High balance: N/A

Original creditor: DOLLAR LOAN CENTER

Status: Collection account, \$5,416 past due as of Apr 2009.
Account history: Collection as of Apr 2009, Oct 2008, Sep 2008, Jul 2008
This account is scheduled to continue on record until Jun 2014.
Comment: "Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act)."
This item was verified and updated on Jul 2008.
Address identification number: 594833028





FRED KARONY
Report number
3315537459

April 17, 2009
www.experian.com/disputes Page 1 of 26

Investigation results

About our dispute verification process

This summary shows the revision(s) made to your credit file as a result of the verification we recently completed. If you still question an item, then you may want to contact the source of the information.

The federal Fair Credit Reporting Act states that you may:

- request a description of how we verified the information, including the business name and address contacted and the telephone number if reasonably available;
- add a statement disputing the accuracy or completeness of the information; and
- request that we send these results to organizations who have reviewed your credit report in the past two years for employment purposes or six months for any other purpose.

If no information follows, our response appeared on the previous page.

How to read your results

Deleted - This item was removed from your credit report

Remains Updated - This item has been verified as accurate. A change was made to this item; review this report to view the change. If ownership of the item was disputed, then it was verified as belonging to you.

Reviewed - This item was either updated or deleted; review this report to learn its outcome.

Items we investigated

We completed investigating the items you disputed with the sources of the information. Here are the results:

Credit items

CLARK COUNTY COLLECTIO
35....

Outcome

Deleted

Visit experian.com/status to check the status of your pending disputes at any time

What's your credit score?

Find out by ordering your VantageScoreSM from Experian for only \$6. To order your VantageScore call 1 888 322 5583.

Protect and manage your credit with Credit ManagerSM at www.creditexpert.com.

By law, we cannot disclose certain medical information (relating to physical, mental, behavioral health or condition) Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display in your report, but in reports to other they display only as MEDICAL PAYMENT DATA. Consume statements included on your report at your request that contain medical information at disclosed to others.

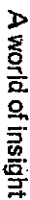
*****MIXED ADC 530
0000180 4 SP 1.340 F 802
FRED KARONY
4020 PERFECT LURE ST
LAS VEGAS NV 89129-6089

ve a tree! Go green if you need to contact us again by
visiting www.experian.com/contactus, or call us.

0210388099

F-802-00180-0113040





20
30

Page 4 of 26

Statute: Account charged off/Past due
 past due as of Nov 2008.
Account history:
 Charge Off as of Nov 2008
 120 days as of Oct 2008
 90 days as of Sep 2008
 60 days as of Aug 2008
 30 days as of Jul 2008
 This account is scheduled to continue
 on record until Apr 2015.
 Address identification number:
 594833028

Status: Collection account. \$5,416 past due as of Oct 2008.

Account history:
Collection as of Oct 2008, Sep 2008, Jul 2008

This account is scheduled to continue

—

Status: ~~active~~
started: ~~1986~~
past due as of Jun 2008.
Account history:
~~1986-1987~~
~~1988-1989~~
~~1990-1991~~
~~1992-1993~~
~~1994-1995~~
~~1996-1997~~

התאחדות המורים



03/25/2009

TransUnion.

P0QQ6Q00201568-1006283
FRED A. KARONY
4020 PERFECT LURE ST
LAS VEGAS, NV 89129



Our investigation of the dispute you recently submitted is now complete. The results are listed below.

If our investigation has not resolved your dispute, you may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you.

If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last one year for any other purpose.

If interested, you may also request a description of how the investigation was conducted along with the business name, address and telephone number of any company we may have contacted for information.

Thank you for helping ensure the accuracy of your credit information.

Investigation Results

ITEM	DESCRIPTION	RESULTS
EXPENSE	# 100015680001052	NEW INFORMATION BELOW
LHR INC	# 2105508	VERIFIED, NO CHANGE
CLARK COUNTY COLLECTION	# 357720	DELETED
AMERICAS SERVICING CO	# 1061256027413	DELETED
ADJUSTABLE RATE MORTGAGE	Public Record	DELETED

